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Central Administrative Tribunal  
Principal Bench

O.A. No. 1182 of 2002

New Delhi, dated this the 21th May, 2002.

HON'BLE MR. S.A.T.RIZVI, MEMBER (A)

1.       Associataion of Contractual Lecturers  
          of Delhi College of Engineering  
          all teaching in Delhi College of Engineering  
          New Campus  
          Bawana Road,  
          Delhi 42.
2.       Sh. B.S. Bhadoria  
          S/o Sh. D.S. Bhadoria  
          R/o 481 Housing Booard Colony,  
          Sec 17 Gurgaon 1.
3.       Dr. Kunal Chandra  
          S/o Sh.Stanam Dass  
          R/o I-1/108~, Lajpat Nagar 1,  
          New Delhi.
4.       Sh Dr. Alka Chobey  
          W/o Sh. Capt. Rakesh Pandey  
          33 E - DB Block,  
          Hari Nagar,  
          New Delhi-64.
5.       Sh. Vilas Mahajan  
          S/o Sh. Tilak Raj Maahajan  
          510, Vikas Kunj,  
          Vikas Puri,  
          New Delhi-18.
6.       Shri Deepak Kumar  
          S/o Shri Dr.B.P.Singh,  
          159B WP Block  
          Pitampura  
          Delhi-34.
7.       Sh R.K.Yadav  
          S/o Shri Batthu Yadav,  
          R/o A 10 Staff Quarter  
          Punjab Bhawan Copernicus Marg,  
          New Delhi-1.
8.       Mr.Manoj Kr.Sharma  
          S/o Shri R.K.Sharma  
          C 521 Dhruv Gali, Near 100 Ft. Road  
          Shiv Mandir, East Babarpur  
          Shahdara.

(By advocate: Shri Arun Bhardwaj)

Versus

1. Lt.Governor,  
   Govt. of NCT of Delhi,  
   Raj Niwas  
   Raj Niwas Marg,  
   Delhi.
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2. Joint Secretary,  
Directorate of Training and Technical Education  
GNCT  
Muni Maya Ram Marg,  
Pritampura  
Delhi-88.

3. Principal,  
Delhi College of Engineering  
New Campus Bawana Road,  
Delhi-42.                      ...Respondents.

ORDER (Oral)

By Hon'ble Shri S.A.T.Rizvi Member (A)

Heard the learned counsel for the applicants.

2. Applicants, herein excluding the Applicant No.1 who is no longer a party in these proceedings, were appointed as Lecturers on contractual basis in 1999 vide letters placed at A-3. The term of their contract has been extended by 9 months from 1.7.2001 or till such time the posts in question are filled on regular basis. By a letter issued on 16.3.2002 (A-1), the respondents have conveyed their decision to the effect that the applicants will not be entitled to receive salary for the vacation period. The enclosure to the aforesaid letter brings out that the services of the contractual lecturers are not to be utilised during the vacation period and as such, no salary is admissible to them for the same period. The learned counsel appearing on behalf of applicants submits that the respondents have been paying salary for the period of vacation in the past, but that was when the applicants were actually asked to render services during the vacation period. According to the learned counsel, the applicants were paid for

June, 2001 on the basis of services rendered in that month. However, by virtue of the impugned letter dated 16.3.2002, the respondents have announced their decision not to make any payment for the vacation period, i.e., for the months of June and July, 2002. This, according to him, is contrary to the terms offered to the applicants at the time of their appointments.

3. In the offer of appointment dated 27.9.1999 (A-3), one of the conditions provided by way of terms of offer reads like this :

"The appointee shall be entitled for casual leave of 8 days with the approval of the Principal in a year in addition to Government holidays. No other leave/Vacation with pay will be admissible."


(emphasis added).

4. From the above, it is clear that the offer of appointment itself contained a condition promising no payment of salary for the vacation period. Since June and July, 2002 will be the period of vacation, the respondents have decided not to make any payment of salary in respect of the aforesaid months. This is wholly in accordance with the condition of offer reproduced above. The OA is thus without merit and deserves to be dismissed.

5. Needless to say that if and when the respondents decide to engage the applicants during the periods of vacation, payment of salary will no

doubt be made, as has been the case in the past, according to the learned counsel. It also goes without saying that the respondents will allow the applicants to continue on the post of Lecturers until the same are filled on regular basis. Since, according to the learned counsel, the applicants are not paid their salary regularly, I would like to observe that this practice is bad and should be avoided, and payment should be made for the service rendered absolutely regularly in future. I direct accordingly.

6. OA is disposed of in the aforestated terms.  
No costs.

  
(S.A.T. Rizvi)  
Member(A)

/kd/